

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MICROSOFT CORPORATION, a Washington corporation,	§	
	§	
	§	
Plaintiff	§	
	§	
	§	
v.	§	NO. 4:12-CV-03212
	§	
	§	
EAGLE ELECTRONICS RESOURCES, INC., a Texas corporation doing business as EAGLE ELECTRONICS, and ROGER BEN DAVID, an individual,	§	
	§	
	§	
Defendants	§	
	§	

STIPULATION FOR PERMANENT INJUNCTION

The parties have reached a settlement of this matter. Pursuant to the terms of the settlement agreement, the parties stipulate to a permanent injunction as follows:

Plaintiff Microsoft Corporation (“Microsoft”) and Defendants Eagle Electronics Resources, Inc., a Texas corporation doing business as Eagle Electronics, and Roger Ben David, an individual (collectively, “Defendants”), hereby stipulate that Defendants, along with their directors, principals, officers, agents, servants, employees, representatives, successors and assigns, and all those persons or entities acting in concert or participation with them, shall be and hereby are **PERMANENTLY ENJOINED** and restrained from:

(a) unlawfully imitating, copying, or making any other infringing use or infringing distribution of software programs, components, end user license agreements (“EULA”), certificates of authenticity (“COAs”), or items protected by Microsoft’s registered trademarks and service mark, including, but not limited to, the following Trademark Registration Nos.:

(1) 1,200,236 (“MICROSOFT”);

- (2) 1,256,083 (“MICROSOFT”);
- (3) 1,872,264 (“WINDOWS”);
- (4) 2,744,843 (COLORED FLAG DESIGN);
- (5) 1,475,795 (“POWERPOINT”);
- (6) 1,741,086 (“MICROSOFT ACCESS”);
- (7) 2,188,125 (“OUTLOOK”);
- (8) 2,999,281 (COLOR FOUR SQUARE LOGO);
- (9) 2,844,710 (“ONENOTE”); and
- (10) 2,890,260 (“INFOPATH”);

or the software programs, components, EULAs, COAs, items or things protected by the following Certificate of Copyright Registration Nos.:

- (1) TX 5-407-055 (“Windows XP Professional”);
- (2) TX 6-504-552 (“Office 2007”);
- (3) TX 6-524-395 (“Microsoft Access 2007”);
- (4) TX 6-524-399 (“Microsoft Excel 2007”);
- (5) TX 6-524-393 (“Microsoft Outlook 2007”);
- (6) TX 6-524-389 (“Microsoft PowerPoint 2007”);
- (7) TX 6-524-398 (“Microsoft Word 2007”);
- (8) TX 6-524-388 (“Publisher 2007”);
- (9) TX 6-524-392 (“Infopath 2007”);
- (10) TX 6-524-390 (“Groove 2007”); and
- (11) TX 6-524-396 (“OneNote 2007”);

and any other works now or hereafter protected by any of Microsoft’s trademarks or copyrights;

(b) unlawfully manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any software program, component, EULA, COA, item or thing bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks or service mark, including, but not limited to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above;

(c) unlawfully using any simulation, reproduction, counterfeit, copy, or colorable imitation of Microsoft's registered trademarks or service mark including, but not limited to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above, in connection with the manufacture, distribution, offering for distribution, sale, offering for sale, advertisement, promotion, or display of any software, component, EULA, COA, item or thing not authorized or licensed by Microsoft;

(d) using any false designation of origin or false description which can or is likely to lead the trade or public or individuals erroneously to believe that any software, component, EULA, COA, item, or thing has been manufactured, produced, distributed, offered for distribution, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for Microsoft, when such is in fact not true;

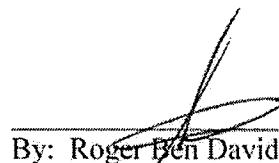
(e) engaging in any other activity constituting an infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to use or to exploit these trademarks, service mark, and/or copyrights or constituting any dilution of Microsoft's name, reputation, or goodwill; and

(f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in paragraphs (a) through (e) above.

The Injunction does not restrict Defendants from any activity that is not an infringement or violation of Microsoft's copyrights, trademarks or other intellectual property rights.

DATED: May 30, 2013

Eagle Electronics Resources, Inc., a Texas corporation
doing business as Eagle Electronics

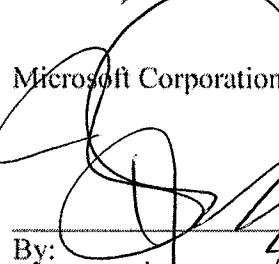
By: 
Roger Ben David

DATED: May 30, 2013

Roger Ben David, an individual

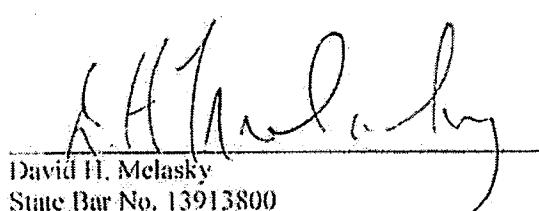

Microsoft Corporation, a Washington corporation

^{June}
DATED: May 4th, 2013

By: 
Benjamin O. Orndorff
Assistant Secretary

Approved as to Form:

DATED: May 7, 2013



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June 13
DATED: May 13, 2013

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Attorneys for Plaintiff Microsoft
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CERTIFICATE OF SERVICE

This certifies that, on the date of this Certificate, the undersigned filed and served this document through the CM/ECF System for the United States District Court for the Southern District of Texas and also served this document by electronic transmission to (888) 204-8252, melaskylaw@yahoo.com to serve the attorneys of record for Defendants, Mr. David H. Melasky.

June

Dated: May 13, 2013

Wyatt W. Maxwell

William W. Maxwell

*with permission
by Rose C. Garcia*